INSTALLMENT DEED

BOOK 6000 PAGE 30

For and in Consideration of the sum of Thirty Nine Thousand Five Hundred ($39,500.00) and No/100---------- Dollars,

of which Two Thousand ($2,000.00) and No/100---------- Dollars,

has been paid in cash by Jesse E. Broome, Jr., and wife, Carolyn Broome

the receipt of which is hereby acknowledged, and for the remainder Thirty Seven Thousand Five Hundred ($37,500.00) ---------- Dollars,

the said Jesse E. Broome, Jr., and Carolyn Broome have executed their one promissory note of even date herewith in the principal sum of $37,500.00 bearing interest at 10% per annum payable to the order of J.T. Murphree and Winifred Murphree in monthly Installments of $361.40 per month commencing March 1, 1983 and continuing monthly for 240 months or until fully paid. An Additional sum equal to ½ of the annual realty taxes and insurance coverage premium will be paid monthly to Note holder as escrow for payments when due. A Late charge of 5% will be charged and paid on any monthly payments due and not paid within 10 days after due date.

all of said notes bearing 10 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, J.T. Murphree and wife, Winfred Murphree

have this day bargained and sold, and do hereby transfer and convey unto the said Jesse E. Broome, Jr., and wife, Carolyn Broome heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Lot No. 105 on the Plan of Raymond Heights, as of record in Book 1424, Page ;4;, Register's Office for said County, described as follows:

Beginning at a point in the southerly margin of Scobey Drive at the common front corner of Lots Nos. 104 and 105; thence with the line between said lots southerly 175.5 feet to a point, the southeast corner of the subject lot; thence westwardly 71.1 feet to a point, the southwest corner of the subject lot; thence northeastwardly to a concrete monument; thence westwardly 10.0 feet to a point; thence with the lines between Lots Nos. 105 and 106, northwardly 132.7 feet to a point in the southerly margin of Scobey Drive, the northwest corner of the subject lot; thence with said margin of said drive, eastwardly 72.0 feet to the point of beginning.

Being the same property conveyed to J.T. Murphree and wife, Winfred Murphree by deed from David J. Harrison, Jr., of record in Book 5940, Page 124, Register's Office for Davidson County, Tennessee.
This conveyance is made subject to a first mortgage of record in Book 3837, Page 696 on a Vendor's Lien of record in Book 5940, Page 124, Register's Office for Davidson County, Tennessee, not assumed by the buyers, which sellers agree to pay in accordance with the terms thereof. Said Liens are encompassed within and embraced by the Vendor's Lien herein created and should sellers or assigns, for any reason, fail to pay said Liens when due, buyers or assigns may pay same and deduct any payments made from sums due on this Vendor's Lien. All sums of money held in escrow by Advance Mortgage Co. or assigns, including prepaid insurance in force, is herewith transferred to buyers at no additional charge.

This is unimproved ( ) improved (X) property, known as 83 Scobey Drive Nashville, TN. 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

4360

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J.T. Murphree and wife, Winfred Murphree heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

we further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Jesse E. Broome, Jr., and wife, Carolyn Broome heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said grantees

do hereby transfer and convey unto J.A. Carney, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ Ins. Int. until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case We fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if We, the said Grantees shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if We fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; We fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantees representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to J.A. Carney, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said J.T. Murphree and wife, Winfred Murphree and Jesse E. Broome, Jr., and wife Caroyln Broome hereunto set our hands at Nashville, Tennessee, this the 29 day of January 19 83

J.T. Murphree

Winfred Murphree

Jesse E. Broome, Jr.

Carolyn Broome

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named J.T. Murphree, Winfred Murphree Jesse E. Broome, Jr., and wife, Carolyn Broome

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this day of January, 1983

Commission Expires 6/22/84

M. L. Rawls, Notary Public.

NOTARY PUBLIC DAVIDSON

STATE OF _____
_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6000 PAGE 33

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in ....., this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

H28714

IDENTIF. REFERENCE

JAN 31 11 59 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

PUSH

INSTALLMENT DEED

FROM
J.T. Murphree et ux

TO
Jesse E. Broome, Jr. et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOWLEY DEL. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jesse E. Broome, Jr. (NAME)	Advance Mortgage Co. (NAME)	Map 106-14
83 Scobey Drive (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 102501 (STREET ADDRESS)	Par. 93
Nashville, TN. 37211 (CITY) (STATE) (P. O. ZIP)	Atlanta, GA. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
J.A. Carney, Atty.
Stahlman Bldg.
Nashville, TN. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 39,500.00 ✓ Jesse E. Broome, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF January 1983

M. L. Rawlings
Notary Public

MY COMMISSION EXPIRES: 6/22/87

35

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6000 PAGE 34

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			39500.00- CO	
			37500.00- MO	
			102.70 CO TX	
			25.50 MO TX	
			.50 PRFEE	
			10.00 MO TX	
			12.00 TDEED	
			CHECK	150.70-
4360AD	1/31/83	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 8 7 1 4

IDENTIF. REFERENCE

JAN 31 11 59 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 926623